

LAW.

SUPREME COURT—TUESDAY.
SITTINGS FOR THE TRIAL OF CAUSES.JURY COURT.
Before Mr. Justice Dickinson and a special jury of twelve.

CAMPBELL V. NICHOLSON.

This was an action for breach of a contract for the sale and delivery of flour.

Mr. Broadhurst, Q.C., and Mr. Isaacs, appeared for the plaintiff; and Mr. Macdonald, Q.C., Mr. Wise, and Mr. Faure for the defendant.

The contract declared upon was one to sell and deliver to plaintiff 2000 barrels of flour, of Black Sea, at 40s., and 800 barrels of flour, at 38s. The breach was non-delivery. The defendant denied the making of the contract, the plaintiff's readiness to complete the same, and the fact of the latter having demanded delivery.

The principal contract, however, was as to whether the contract for the purchase of this flour, having been made through a broker, was binding upon the defendant. The defendant, Mr. William Nicholson, resided at Maitland, and was in the habit of transacting business at Sydney through a Mr. Sawkins, but whether or not the latter was a general agent for the defendant, was one of the matters in dispute. Mr. Sawkins occasionally bought and sold through the agency of Messrs. Monro, Grahame, and Murray, brokers. It was from the latter that the present plaintiff, Mr. Alexander Campbell, of Sydney, made his purchase.

They had sold under an authority or supposed authority to deliver flour, but this authority was in dispute. Mr. Campbell had paid for a purchase of the 1000 barrels of Black Sea, at 40s., and meeting Mr. Sawkins, some conversation took place with reference chiefly to the Black Sea flour. A price was named, and a contract was made, but this was not the flour which was to be delivered. The flour which was to be delivered was the 800 barrels of Black Sea, at 38s., and Campbell mentioned the flour which was to be delivered. The flour which was to be delivered was the 800 barrels of Black Sea, at 38s., and Campbell mentioned the flour which was to be delivered.

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PARLIAMENT OF NEW SOUTH WALES.

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TUESDAY, 13th NOVEMBER.
THE CHAIRMAN OF COMMITTEES took the President's seat at twelve o'clock.

ILLNESS OF THE PRESIDENT.

The CHAIRMAN reported to the House that he had received a letter from the President, informing him that he was ill and confined to his bed, and requesting to be excused from attending.

DEPARTURE OF MR. JUSTICE MILFORD.

Mr. BLAKE gave notice that, on Monday next, he would ask the Attorney-General for a statement of the reasons which had led to the departure of Mr. Justice Milford, and also whether any and what arrangements had been made, or were contemplated, for proceeding with the Equity business of the country.

LEAVE OF ABSENCE—MR. DEAS THOM.

Mr. MEREWETHER asked and obtained leave of absence, for the remainder of the session, for the hon. Deas Thomson, who had been obliged to leave town on urgent private business.

VENTILATION OF PUBLIC BUILDINGS, &c.

Mr. PENNINGTON, on behalf of Dr. Bland, who was suffering from indigestion, gave a fresh motion, for Thursday, of the motion on the above subject.

THE SOLICITOR-GENERAL'S SHIP.

The ATTORNEY-GENERAL said that, as his honorable colleague and learned friend, who had given notice of his intention to put a question to him, was not present, and as he believed he did not intend to press it, he thought it right, before proceeding to the business of the day, to state that the appointment of Solicitor-General had been conferred upon his honorable and learned friend, Mr. Dalley.

ALLOTMENT BILL.

The ATTORNEY-GENERAL moved the adoption of the report of the committee of the whole on the Legislative Assembly's Message, dated 9th November.

MR. PENNINGTON SECONDED.

The ATTORNEY-GENERAL moved the adoption of a message to the Assembly with the bill, as finally left by the committee.

Agreed to.

The House adjourned at a quarter to five until Thursday next.

LEGISLATIVE ASSEMBLY.

TUESDAY.
THE SPEAKER took the chair at twenty-five minutes after three o'clock.

MR. JONES CALLED A RUN.

Mr. JONES, of the Hon. Secretary for Lands and Works—1. By what authority has a portion of the run called Walla, in the district of Liverpool Plains (which by a late decision in the Supreme Court, in the case of Newland v. Jones, has been decided to belong to Newland), been alienated to John Elles? 2. Has the sanction of the Government been given to Samuel Clift's claim to purchase 160 acres at Dunoon, a portion of the lot in dispute, in reference to which in the case in the Supreme Court in February last, a verdict adverse to Clift was gained by Newland? What is the reason that no notice has been taken of the application of William Newland for the sale to him of the lot in dispute, in possession of several portions of his run of Walla?

Mr. ROBERTSON, in reply stated, that these questions turned upon an assumption which did not appear to be the fact. With regard to the first question, he stated that a lot of 320 acres, reported by the Commissioner of Crown Lands for the district as forming a portion of the disputed land, was sanctioned in 1857, by the Hon. Executive Council, to be sold to Mr. Elles, under the right of pre-emption, the money being paid in the following month. 2. The sanction of the Government to Mr. Clift's application had not been given. 3. A reply was made to Mr. Newland's application, but it was not until the 8th instant, and would be duly replied to. He might also be permitted to state that this was one of a class of cases involving difficulty of a peculiar character, and not easily settled at an earlier period. He was bound, both morally and legally, to acknowledge the claims of the lessee of the run; whilst, from the fact that the lease, or license, obtained no objection to the lot in dispute, he felt that the lessee was not permitted to avail himself of the right in the Supreme Court, but to have the decision of that Court upon an entirely different ground, namely, priority of occupation. That occupation was frequently not only unconnected with the right of pre-emption, but might be contrary to its expressed decisions. That matter had received from him (Mr. Robertson) much and anxious consideration, and would be carefully dealt with on the recess.

SEAT VACANT.

Mr. COWPER said, in consequence of the hon. member for the Cumberland Boroughs (Mr. Dalley) having accepted the office of Solicitor-General, he begged to announce that the seat had become vacant.

MOTION PUT AND AGREED TO.

EXPLANATION (PERSONAL).

Mr. MARTIN rose and said: A remarkable announcement has now been made by the hon. member at the head of the Government. It appears that the hon. member has resigned his office, and that he has, in consequence of his resignation, having been elected to the House, will, under these circumstances, think that the time has arrived when it will be convenient and proper for me to offer some observations as to the reasons which have led to his resignation. (Hear, hear.) I abstained from doing so at an earlier period for several reasons, and the chief of these was this, that I did not desire to commit myself to any statement as to the reasons which had led to his resignation, until I had had the opportunity of doing so. I have now, however, had the opportunity of doing so, and I feel that it is my duty to do so. I have heard and read all that has been said on both sides of the House, and I feel that in now addressing myself to the House by way of personal explanation, I am in a much better position than I should have been in had I attempted to do so at an earlier period. In the first place I may say that I think it is my duty to state that my resignation has no connection with any question given by me in reference to the Asquith case, or with any other question which has been discussed in the House. My resignation is purely personal, and is due to the fact that I have been unable to find time to attend to my duties as a member of the House, and I feel that it is my duty to resign. I have heard and read all that has been said on both sides of the House, and I feel that in now addressing myself to the House by way of personal explanation, I am in a much better position than I should have been in had I attempted to do so at an earlier period. In the first place I may say that I think it is my duty to state that my resignation has no connection with any question given by me in reference to the Asquith case, or with any other question which has been discussed in the House. My resignation is purely personal, and is due to the fact that I have been unable to find time to attend to my duties as a member of the House, and I feel that it is my duty to resign.

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